

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF COLCHESTER

AND

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)

LOCAL 506, SEIU, AFL-CIO, CLC

REPRESENTING

TRANSFER STATION, PARKS & RECREATION,

HIGHWAY CREW, FLEET MAINTENANCE

AND

WATER DEPARTMENT EMPLOYEES

7/1/07 - 6/30/10

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PREAMBLE

This Agreement is made and entered into effective the upon ratification by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent," Local 506, SEIU, AFL-CIO, CLC (hereinafter referred to as the "Union").

ARTICLE 1

Recognition

Section One. The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the Highway, Parks and Recreation and Water Department employees, whose job titles and/or job classifications were placed within the Road Crew Unit by the Connecticut State Board of Labor under #ME-9239, ME-16398, ME-19958 or by agreement of the parties. This agreement will cover the highway crew, fleet maintenance, parks and recreation department, transfer station and water department employees.

Section Two. Annually, on January 1st, the Town shall provide a copy of the job descriptions of any new job classifications created within the prior twelve (12) months.

Section Three. Whenever the word "Town" is used in the agreement, it shall mean the Town of Colchester. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

ARTICLE 2

Non Discrimination and Affirmative Action

Section One. The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job, sexual orientation, military service/veteran's status or lawful political activity.

Section Two. The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section Three. No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this agreement.

ARTICLE 3

Union Rights

Section One. The Town shall deal exclusively with the Union-designated stewards or staff representatives in the processing of grievances or any other aspect of contract administration.

Section Two. During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of the contract or within thirty (30) days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section Three. The Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof.

Section Four. The Town agrees to voluntary payroll deductions for COPE, the Union's Political Action Fund.

Section Five. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.

Section Six. The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Seven. No dues or fees will be deducted from an employee who is on leave of absence and who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section Eight. The Town agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Nine. Access to premises during work hours. Union Staff Representatives and a steward shall be permitted to visit any employee of the bargaining unit at their work site, after first receiving permission from the employee's immediate supervisor, for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent. Where the steward visits an employee of the bargaining unit, the steward shall receive permission from the employee's supervisor.

Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union shall lose no pay or benefits.

Section Ten. The Town shall provide each member of the bargaining unit a copy of this contract within 10 days of its signing. Likewise the Town agrees to provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members within one week of their date of initial hire.

Section Eleven. If not enough dues are available in one paycheck, the dues will be deducted from the next check.

ARTICLE 4

Prior Rights and Benefits

Section One. Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement.

ARTICLE 5

Prohibition of Strikes

Section One. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

Section Two. The Town reserves the right to discharge or otherwise discipline an employee taking part in any violation of this provision of the Agreement.

ARTICLE 6

Bargaining Unit Work

Section One. With the exception of Water Department employees, subcontractors will not be used to reduce overtime or eliminate the standard work force or the hours that bargaining unit members work.

Section Two. This Article is not meant to disallow the Town from entering into agreements with tree services, brush cutting services, back hoe services, snow removal services, tire replacement services, periodic waxing of floors, washing of windows and larger painting projects at Town Hall or other Town facilities or other services which they have subcontracted for before including, but not limited to, mowing or landscaping services. Except for the above listed services, Bargaining Unit work shall be done by qualified Bargaining Unit employees prior to being offered to subcontractors or other individuals provided that adequate manpower and proper equipment are available. It is not the Town's intent to dispose of specific equipment solely for purposes of this provision.

Section Three. Temporary or Community Service people will only work during normal work hours. They will not be offered work outside of the above hours unless all qualified bargaining unit employees are either working or have been asked to work. This applies to work under Article 33 as well.

Section Four. Except in the case of emergencies, all normal repairs and servicing on Town vehicles shall be performed by Town mechanics. Before mechanical work is sent out the Supervisor will meet with the mechanic to discuss the need for subcontracting. Bargaining Unit work for mechanics includes all Town-owned vehicles except Board of Education vehicles and excludes warranty work.

ARTICLE 7

Seniority

Section One. Seniority shall be defined as status for specific purposes based on an employee's full-time service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1st of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of 90 calendar days. Upon completion of

this period, the name of the new employee shall be added to the seniority list with his/her seniority commencing from the date of employment.

Section Two. Until expiration of the first ninety (90) working days (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. An employee's probationary period may be extended for a period of time not to exceed an additional ninety (90) working days by mutual agreement of the parties.

The promotional working test period will be forty-five (45) working days (any lost time will extend the probationary period).

ARTICLE 8

Vacancies

Section One. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit. All jobs within the bargaining unit including upgradings shall be posted.

Section Two. Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period but nothing will preclude the Town from concurrently posting or advertising outside of the bargaining unit. In no situation will outside applicants be interviewed prior to interviewing bargaining unit applicants. The Town shall have the right to select the best qualified candidate, as the Town deems appropriate based on the relative skill, experience and/or ability of the applicants, irrespective of their status as an internal or external candidate.

Section Three. Provided that no employee has recall rights, each vacancy shall first be filled by promotion of the most senior qualified person within the bargaining unit. If the vacancy cannot be filled by promotion from within the bargaining unit, it shall then be filled by transfer from within the bargaining unit. Notwithstanding the above, an employee who has had an active transfer request on file for at least six (6) months shall be considered prior to candidates for promotion. If an employee is selected for the vacant position, he/she will begin in the new position within the next three (3) week period.

Section Four. Vacancies shall be filled on the basis of greater seniority amongst qualified applicants, as defined in Article 7.

Section Five. If the employer selects a less senior employee to fill the vacancy in order to achieve an affirmative action goal, the more senior employee(s) who have applied for the position shall be so notified, and in any grievance the employer shall have the burden to show that the promotion achieves that goal.

Section Six. An employee who is promoted shall be placed at the lowest step in the higher class or grade which produces an increase of at least one pay increment, i.e. at least an increment of one step.

Section Seven. If an employee is temporarily retained in a vacancy or new position of a different class or grade which has a higher maximum rate of pay for a period of forty-five (45) calendar days or more, he/she shall temporarily be paid at the lowest step in the higher class or grade which produces an increase of at least one pay increment.

Section Eight. In the event the best qualified candidate is an outside candidate with prior experience and ability, the Supervisor may hire from the outside at a salary step commensurate with his/her experience and ability, but such salary shall not be higher than the top step on the salary schedule.

ARTICLE 9

Transfers

Section One. A transfer is defined as a change in an employee's job location or job assignment from one department to another.

Section Two. Involuntary transfers shall not be made without first exhausting the voluntary transfer list. When it becomes necessary to involuntarily transfer an employee, the Town shall select on the basis of inverse seniority among qualified employees.

Section Three. Transfers will be effective on Sunday at 12:01 a.m. If there is an overlap in hours, overtime will be paid for hours which exceed 40 hours during the week.

ARTICLE 10

Hours of Work

Section One. The standard workweek for full-time employees in Parks and Recreation, Road Crew, and Fleet Maintenance will be from 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half (1/2) hour unpaid lunch break; hours at the Transfer Station will be 7:30 a.m. to 4:00 p.m. Tuesday, Thursday, and Saturday with one-half (1/2) hour unpaid lunch break. Standard hours of work for Water Department employees shall be 7:00 a.m. to 3:30

p.m. Monday through Friday with one-half (1/2) hour unpaid lunch break. The unpaid lunch break shall be scheduled close to the middle of the shift consistent with the operating needs of the Town.

The parties agree that the Director of Public Works and the Director of Parks and Recreation will attempt to accommodate reasonable requests by the Union Steward to modify the work week for employees in all departments except water, maintenance and transfer due to hot weather during the months of July and August. Such requests will not be unreasonably denied after consideration of the impact to the public and or associated costs.

Section Two. All employees will receive two weeks written notice of any change in the established work week, excepting emergencies.

Section Three. (a) The Town agrees to notify the Union and negotiate over the impact of any schedule change. The Union agrees to conclude negotiations within two weeks. If this is not possible the Town may implement the schedule change.

(b) The Town agrees that all work schedule changes will be sent to the Union for its review prior to their implementation.

(c) When it becomes necessary to change an employee's shift or work assignment the Town shall select the least senior qualified employee.

(d) Change in workweek shall be made on the basis of reasonableness. No changes will be made for the purpose of avoiding overtime. The Town shall receive and discuss suggestions to modify the work week once established.

Section Four. Meal Period. The noon meal shall be one half hour. Employees required to work through lunch shall be paid for that time and shall be allowed to eat on the run during that afternoon with no loss of pay.

Section Five. Rest Periods. All employees will be allowed ten (10) minute rest periods scheduled near the middle of each half shift.

Section Six. Overtime. Employees who work more than forty (40) hours in any one week and/or more than eight hours in any one day, shall be compensated for overtime at the rate of time and one half. All paid leave will be considered as hours of work for purposes of determining payment of overtime for all employees. With the exception of Water Department employees, overtime will be equalized amongst qualified employees. A record of accrued overtime shall be posted on a weekly basis. Accrued overtime hours will be zeroed-out at the end of each fiscal year. The Town will make a reasonable effort to distribute overtime from low to high amongst qualified employees.

With the exception of Water Department employees, any employee who works on a Sunday and works 40 hours in that week shall be compensated at double time when work is approved by the First Selectman. Water Department employees shall be compensated at double time for unscheduled work on a Sunday, that is, for work not normally scheduled. Unscheduled overtime will be preapproved by the supervisor. Payment of double time is for those employees who are not normally scheduled to work on a Sunday. Also, with the exception of Christmas Day and Thanksgiving Day, any employee who works on a holiday shall be compensated at the rate of time and one half plus his/her regular holiday pay. Any employee who works on Christmas Day or Thanksgiving Day shall be compensated at double time plus his/her regular holiday pay.

In the event an employee is called in to work prior to the start of his/her shift or after his/her shift ends, he/she will be paid for a minimum of two (2) hours work. In the event such work is contiguous to the normal shift starting time, the employee will be paid the overtime rate rounding up to the next whole hour for any fraction of the work completed as per the example that follows:

Example #1: An employee who normally works 7:00 a.m. to 3:30 p.m. and is called in to work at 6:00 a.m. and works to the end of his normal shift will be paid eight (8) hours at straight time and one (1) hour at time and one-half.

Example #2: An employee who normally works 7:00 a.m. to 3:30 p.m. and is called in to work at 4:00 a.m. and works until 6:30 a.m. then reports back to work at his normal shift starting time and works to the end of his normal shift will be paid eight (8) hours at straight time and two and one-half (2.5) hours at time and one-half.

Section Seven. Response to call-in. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one hour from the time of the call from the Town. They shall be paid from the initial call-in.

Section Eight. Employees will be given a 10 minute personal cleanup period at the end of his/her shift.

ARTICLE 11

Layoff & Recall

Section One. In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

Section Two. Prior to reducing the work force the Town shall layoff all temporary, federally funded employees and employees who have not completed their initial working test period first.

Section Three. When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff or (2) to mitigate the impact on the employee(s).

Section Four. When it becomes necessary for the Town to reduce the work force the Town shall give not less than six weeks written notice to the affected employees.

Section Five. The Town will layoff on the basis of seniority, with the least senior employee within a department being laid off first. A laid off employee within a department may bump the least senior employee in another department provided that the more senior laid off employee is qualified or can be qualified with a minimum amount of training. The senior qualified employee who bumps another employee shall be paid at the highest rate of the lower pay schedule but in no case shall such rate of pay exceed the employee's current rate. For the purposes of such layoff, departments shall include Highway, Fleet Maintenance, Transfer Station, Water and Parks and Recreation. The parties agree that the Town will not subcontract work during such periods of layoff in the affected departments unless otherwise permitted under Article 6 of the contract.

Section Six. Likewise, if there is a recall to work the Town shall recall laid off employees on the basis of seniority with the most senior employee within a department being recalled first.

Section Seven. Recall rights shall expire two years after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights.

Section Eight. Before any Union Steward is laid off, the Town will meet with the Steward and the Union Staff Representative to discuss the need for the pending layoff and to attempt to avoid such either through transfer and/or retraining if the Steward does not have bumping rights under Section Five above.

ARTICLE 12

Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 13

Job Reclassification

Section One. Any bargaining unit employee whose job duties have changed shall request a meeting with his immediate supervisor to discuss the changes and to present data, views, and arguments justifying a reclassification. His immediate supervisor shall schedule the meeting within 30 days.

Section Two. If, at the conclusion of the meeting with the immediate supervisor, the employee still believes that a reclassification is justified, the immediate supervisor shall request a meeting with the First Selectman and Director to discuss the changes and to present the data, views and arguments. This meeting will be scheduled within thirty (30) days and an answer will be given within 15 days of this meeting by the First Selectman.

Section Three. The First Selectman will judge the request on whether there was a change in job duties substantial enough to affect the compensation grade, if so the affected employee will be placed in the new job classification.

Section Four. If the issue is not resolved, it shall proceed to arbitration.

Section Five. Employees qualified for upgraded positions will be selected prior to new employees being hired.

ARTICLE 14

Service Rating

Section One. Each employee will be evaluated in the first week in April of each year by his/her supervisor. An overall unsatisfactory service rating will deny an employee his/her next annual increment. Only overall unsatisfactory service ratings shall be grievable. Each employee shall receive his/her service rating prior to the last work day in May. An overall unsatisfactory service rating issued after the last work day in May shall not be allowed to deny an employee his/her next annual increment.

Section Two. The employee shall be given a copy of any service rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee.

Section Three. The following ratings shall constitute an overall "unsatisfactory" service rating for purposes of Section One above (see Appendix B - Personnel Evaluation Sheet):

- a) Five (5) or more performance criteria rated "unsatisfactory;" or
- b) Ten (10) or more performance criteria rated "needs improvement;" or
- c) Any combination of ten (10) or more performance criteria rated either "unsatisfactory" or "needs improvement."

Prior to issuing an overall unsatisfactory service rating, supervisors shall counsel the employee on any deficiency. When the employee is rated "unsatisfactory" in any performance criteria, the rating supervisor shall state the reasons why. The evaluator shall not act arbitrarily or capriciously and shall rate an employee only on relevant and supportive documentation in rating an employee's performance. It is understood that only an overall unsatisfactory service rating shall be grievable.

Section Four. Prior to revising the service rating form, the Town will provide an opportunity for the Union to have input into the process.

ARTICLE 15

Personnel Records

Section One. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Two. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievances will be arbitrable only if the employee suffers loss or prejudice, or if the material is disciplinary.

ARTICLE 16

Sick Leave

Section One. All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the rate of one (1) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

1. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.
2. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;
3. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days;
4. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section Two. Sick leave pay shall be granted to eligible employees and shall be at the employees base rate of pay:

1. When incapacitated from performing work due to non-job-related illness or injury;
2. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of the working hours, provided the employee attains a certificate from his/her doctor which is to be filed with the supervisor.
3. In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of paid sick leave per calendar year shall be granted with the approval of the supervisor.
4. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
5. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.

Section Three. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the

supervisor. If employee attends a funeral during his/her vacation, such attendance will be charged to sick leave.

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Four. An employee who has been laid off from Town service in good standing and who is reemployed within one (1) year from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff.

Section Five. Each employee who retires or resigns with ten or more years of service with the Town will be paid for his sick leave at the base rate of pay. Upon death of an employee who has completed ten or more years service with the Town, the employee's designated beneficiary shall be paid for his sick leave at this base rate of pay.

Section Six. Employees will have the right to accumulate up to 90 days of sick leave.

Section Seven. An employee called to serve as a juror will receive his/her pay less pay received as a juror for each work day while on Jury Duty. An employee on jury duty shall report to work unless directed to report to Court to serve on jury duty. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours for Town related actions, time off with pay and without loss of earned leave time shall be granted for town-related actions. In all other cases, employees may use vacation or personal time.

ARTICLE 17

Vacations

Section One. All employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>	<u>Accrual Rate</u>
1 year completed	1 week (5 days)	5/12 day per month
2-7 years completed	2 weeks (10 days)	5/6 day per month
8-14 years completed	3 weeks (15 days)	1 1/4 day/month
15 years and above	4 weeks (20 days)	1 2/3 day/month

Section Two. Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

Section Three. (a) Normally, individual vacation days will be requested a minimum of three or more days in advance, but an employee may request such time with at least 24 hours notice. In case of emergency or unusual circumstances less than 24 hours notice may be given for vacation request.

(b) Any employee may take vacation days in conjunction with personal leave days or holidays or sick leave for medical and dental appointments.

Section Four. (a) Assignment of vacation time off shall be made at the times desired, provided it is applied for prior to April 1, of each year. In the event that more employees request the same vacation time than can be reasonably spared, vacation time off shall be granted upon seniority.

(b) Vacation requests shall be promptly approved or denied.

(c) Once approved vacation time must be granted.

Section Five. Upon termination in good standing (i.e. not termination for just cause) or retirement each employee will be paid for accrued vacation at his/her current base rate of pay.

Section Six. Employees shall take time off for all earned vacation.

ARTICLE 18

Personal Leave & Military Leave

Section One. In addition to annual vacation, each employee shall receive four (4) personal leave of absence days on January 1, of each calendar year with pay providing twenty-four (24) hours notice is given to the employee's immediate supervisor concerning non-emergency requests. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated. Personal leave time may be used in two (2) hour increments.

Section Two. Military leave will be provided in accordance with applicable State and Federal law as may be amended from time to time. Upon request, copies of such applicable laws will be provided to employees.

Section Three. In the event of a death in the immediate family of a full-time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be

paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employees' spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father-in-law, grandchild, or any other relative who is living in the employee's household.

Section Four. In the event of death of a brother or sister-in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section Five. The First Selectman may, in his/her discretion, grant additional time off for funeral leave for those relatives set forth in Section 3 or 4 or other persons other than members of the immediate family which will be deducted from an employee's vacation time, or personal days.

ARTICLE 19

Holidays

Section One. Holidays will be observed as follows:

<u>New Year's Day</u>	SundayFriday one-half day to Tuesday 7 a.m.
Monday	Friday one-half day to Tuesday 7 a.m.
Tuesday	Monday one-half day to Wed. 7 a.m.
Wed.	Tuesday one-half day to Thurs. 7 a.m.
Thursday	Wednesday one-half day to Fri. 7 a.m.
Friday	Thursday one-half day to Mon. 7 a.m.
Saturday	Thursday one-half day to Mon. 7 a.m.

<u>Martin Luther King Day</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
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<u>Lincoln's Birthday</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
<u>President's Day</u>	One day only Third Monday in February
<u>Good Friday</u>	One day only
<u>Memorial Day</u>	One day only Last Monday in May
<u>Independence Day</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
<u>Labor Day</u>	One day only First Monday in September
<u>Columbus Day</u>	One day only Second Monday in October
<u>Thanksgiving Day & Day After</u>	Thursday and Friday
<u>Veteran's Day</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
<u>Christmas Day</u>	SundayFriday one-half day to Tuesday 7 a.m. Monday Friday one-half day to Tuesday 7 a.m. Tuesday Monday one-half day to Wed. 7 a.m. Wed. Tuesday one-half day to Thurs. 7 a.m. Thursday Wednesday one-half day to Fri. 7 a.m. Friday Thursday one-half day to Mon. 7 a.m. Saturday Thursday one-half day to Mon. 7 a.m.

Section Two. Transfer Station - Because of the conflict of workdays with holidays a schedule will be set up each year, prior to January 1st, to outline the holiday schedule for this department. With approval of Management, transfer station employees may schedule in advance one (1) long holiday weekend surrounding an observed Monday holiday with the understanding that not more than one (1) employee may be scheduled for the same weekend.

Section Three. For Water Department employees, Lincoln's Birthday will be treated as a floating holiday at the employee's option with prior approval by the Department Head.

ARTICLE 20

Grievance Procedure

Section One. Definition: Grievance. A grievance is defined as and limited to a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of the Agreement or of a provision incorporated by reference.

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

A grievance may be amended up to and including Step 2 of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "working days."

Section Three. Time Limits. If a grievance in writing is not filed within fifteen (15) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. If the Union requests information regarding a possible grievance and does so within the time limit provided for in the agreement, the Union shall have 10 days from the Town's response to file a grievance.

The time limits specified within this article except for the initial filing may be extended by mutual agreement of the Union and the Town or its designee in writing, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Four. Step 1 - Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee's Union steward or representative will first discuss the matter

with his/her supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within seven (7) days after the above meeting with a copy to the supervisor's Director. The supervisor shall reply within five (5) working days to the Steward with a copy to the Union.

Step 2 - First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman, the supervisor and the supervisor's director shall meet with the grievant to discuss and answer the grievance within ten (10) working days.

Step 3 - Mediation. If the grievance is not resolved, the parties may, by mutual agreement, submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step 2 answer. A copy shall be sent to all parties.

In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step 2.

Step 4 - Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the Connecticut Board of Mediation and Arbitration no later than ten (10) days after the mediation session answer under Step 3 above.

The arbitrator's award shall be binding. The arbitrator's award shall include findings of fact and conclusions as necessary to support the award. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. The cost of arbitration shall be born equally by both parties.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

ARTICLE 21

Insurance Benefits

Section One. All bargaining unit employees may elect single, two-person, or family coverage under one of the following medical benefit plans:

1. Century Preferred Managed Care Plan.
2. Blue Care Managed Care Plan.

Employees shall be given the opportunity to change their election on an annual basis.

Section Two. The Town will pay the full cost of group life insurance for all bargaining unit employees in the amount of \$50,000.

Section Three.

- a. For non-Medicare eligible employees who retire on or after July 1, 1999, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.
- b. At such time as a retiree who retires on or after July 1, 1999 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.

Section Four. All references in this agreement to types of benefits are solely for the purpose of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section Five. Effective and retroactive to November 1, 2007, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen percent (13%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Century Preferred Plan and ten percent (10%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Blue Care Plan. Effective and retroactive to November 1, 2007, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen percent (13%) of the monthly premium cost for individual, two-person or family dental benefit coverage. Effective as soon as practicable following the ratification of this Agreement by both parties, all employees shall be enrolled in the Public Sector Three Tier Prescription Drug Plan with copayments as follows:

\$5 (generic drug prescriptions)
\$25 (formulary drug prescriptions)
\$40 (non-formulary drug prescriptions)

Under such Plan, the employee shall pay two times (2x) the applicable copayment for a 100-day supply of a prescription filled by mail order.

Effective July 1, 2008, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Century Preferred Plan and twelve and one-half percent (12.5%) of the monthly premium cost for individual, two-person, and family medical benefit coverage for the Blue Care Plan. Effective July 1, 2008, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family dental benefit coverage.

Effective July 1, 2009, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Century Preferred Plan and fifteen percent (15%) of the monthly premium cost for individual, two-person, and family medical benefit coverage for the Blue Care Plan. Effective July 1, 2009, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family dental benefit coverage.

The Town shall establish a Section 125 Plan so that any insurance contribution made by employees can be made on a pre-tax basis to the extent allowed by law.

Section Six. Each employee shall pay on a bi-weekly basis his/her percent of the premium contribution based on the coverage selected by each bargaining unit employee and the Town shall pay the balance of the costs of the above-referenced medical, dental, and prescription drug coverage. Bargaining unit employees authorize the Town to deduct on a bi-weekly basis from each employee's wages the applicable premium cost sharing contributions.

Section Seven. Upon notification and explanation to bargaining unit members of the effective changes, the Town may change or alter insurance plans and/or insurance carriers or decide to self-insure such benefits provided, however, that any substitute plan will offer substantially equivalent benefits and privileges provided by the plans in effect on the whole and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

Section Eight. As set forth more fully in the long term disability plan design a copy of which will be made available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

Section Nine. Employees shall be allowed to enroll step children who live with the employee or for whom the employee is responsible into the Town's health insurance plans.

Section Ten. Insurance coverages for new employees will commence on the first day of the month closest to the completion of the probationary period. An application for insurance will be completed on date of hire.

ARTICLE 22

Section 401(a)/Section 457 Deferred Compensation Plans

Section One. Effective upon ratification, full-time employees are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after-tax basis subject to the annual limits allowed by law including pre-tax employer and employee contributions.

Section Two. Effective upon ratification, each employee shall have the option of contributing to the Town's Section 457 Plan after one year of employment in addition to the 401(a) plan described in Section One to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make matching contributions to the 457 Plan.

ARTICLE 23

Safety and Health

Section One. The Employer shall furnish and maintain safe, healthful, and sanitary washing facilities and toilets. All bargaining unit employees are expected to use and to maintain them in good condition.

Section Two. Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward.

Section Three. The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees protective equipment required by existing state law. Any

equipment rented or leased by the Town for use by bargaining unit members will be inspected before its use, without unnecessary or unreasonable delay, for purposes of safety and in accordance with any rental or lease agreement by an appropriate bargaining unit member and/or supervisor. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

The Town also agrees to supply, upon request and need, face shields, earmuffs, foul weather gear, gloves and 12-inch or 14-inch boots. Provided all such items are used for job related activities and not for personal use.

Section Four. Prior to operating or driving any piece of Town equipment, each operator/driver shall receive the proper training on that piece of equipment by a qualified driver or operator. All Town employees (including new employees) will be trained to run all equipment required in their job category.

Section Five. Employees are prohibited from smoking around hazardous and/or flammable materials.

Section Six. No employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe or unhealthy condition. Such equipment shall be tagged by a mechanic until appropriate repairs are made. No employee shall be required to perform a task for which he/she has not received appropriate training or without qualified supervision when the absence of such training or supervision make the task unsafe. Such conditions shall be immediately reported to the employee's supervisor for appropriate action.

Section Seven. No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or cause serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor or, if the on-site supervisor is not available for immediate inspection, the Department Head who will assign a qualified individual or entity to inspect the apparatus.

ARTICLE 24

Wages

Section One. Employees shall receive their paychecks prior to quitting time every other Friday. Employees leaving on vacation will be given his/her current paycheck on Thursday afternoon, and a vacation paycheck if requested at least one week in advance.

Section Two.

Grade 4-I	Transfer Station Equipment Operator
Grade 4-II	Transfer Station Operator
Grade 5-I	Parks & Recreation Maintainer I
Grade 5-II	Parks & Recreation Maintainer II
Grade 5-III	Parks & Recreation Maintainer III
Grade 5-IV	Parks & Recreation Crew Leader
Grade 6-I	Highway Maintainer I
Grade 6-II	Highway Maintainer II
Grade 6-III	Highway Maintainer III
Grade 6-IV	Assistant Road Foreman
Grade 7-I	Plant Operator in Training
Grade 7-II	Plant Operator
Grade 7-III	Chief Plant Operator
Grade 8-I	Mechanic I
Grade 8-II	Mechanic II
Grade 8-III	Mechanic III

Section Three. The wage schedules for bargaining unit employees are attached as Appendix A. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next wage rate in his/her grade on the wage schedule retroactive to July 1, 2007. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next wage rate in his/her grade on the wage schedule on July 1, 2008. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next wage rate in his/her grade on the wage schedule on July 1, 2009. For those employees who are not at the maximum step of their grade, the wage schedule will be adjusted by a 1.5% general wage increase on July 1, 2007, July 1, 2008, and July 1, 2009 in accordance with

Appendix A. For those employees who are already at the maximum step of their grade, the wage schedule will be adjusted by 3.0% on July 1, 2007, 2.75% on July 1, 2008 and 2.75% on July 1, 2009 in accordance with schedule A.

Section Four. Longevity. After the completion of the fifth year of service, longevity compensation shall be paid on the employee's anniversary date as follows:

6th to 9th year	\$450
10th to 14th year	\$500
15th to 19th year	\$600
20 and over	\$750

Longevity payments shall be made in a separate check.

Section Six. Class A License. Grade 6-II employees who possess a Class A License who are assigned to drive a truck and trailer shall be paid a \$.50 cent per hour differential for actual time worked on such assignment in excess of one-half hour. This work shall be equalized among Class A drivers on an annual basis.

ARTICLE 25

Disciplinary Action

Section One. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

Section Two. All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

Section Three. Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

Section Four. An employee must be notified prior to being suspended or dismissed. The employer shall notify the employee of his right to appeal written warnings in writing and supply 2 copies to the employee. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right of appeal.

Section Five. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview that a Union representative is needed, the meeting will come to a close until a Union representative can be present.

Section Six. Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section Seven. All disciplinary actions may be appealed through the established grievance procedure.

Section Eight. Before any Union Steward is disciplined, the Town will meet with the Steward and the Union Staff Representative to conduct a predisciplinary hearing.

ARTICLE 26

Savings Clause

Section One. If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 27

Union Convention/Training Sessions

Section One. The Town shall, upon reasonable advance notice, permit no more than four (4) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section Two. The Town shall, upon reasonable advance notice, permit up to two (2) employees whom the Union designates, to attend a one day training session per contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 28

Duration

Section One. This agreement shall be effective upon signing and shall remain in full force and effect until the thirtieth day of June, 2010. This Agreement shall remain in full force and be effective during the period of negotiations.

Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January, 2010, with an expected completion date of June 30, 2010.

ARTICLE 29

Pregnancy Leave

Section One. Pregnancy leave shall be granted in accordance with the law.

Section Two. An employee will continue to accrue earned time while she is on a disability leave in accordance with Article 16 – Sick Leave.

Section Three. A pregnant employee will inform the First Selectman before she leaves work if she intends to return to her job.

Section Four. Paternity Leave. Five days will be granted which shall be deducted from an employees sick leave balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time pursuant to the Family Medical Leave Act (FMLA).

ARTICLE 30

Employee Mileage Expense Reimbursement

Employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate per mile, and the payment shall be made within a month after submission of an itemization of mileage accrued. No employee shall be required to use his/her personal vehicle for Town business.

ARTICLE 31

Scheduled And Unscheduled Overtime

Section One. Scheduled Overtime shall be that which is necessary for the timely completion of regular work in process when the need for such work is known reasonably in advance of its required commencement. When scheduled overtime is required, employees will be notified by his/her supervisor or the First Selectman, at least prior to the end of the employees' preceding shift. With the exception of Water Department employees who are scheduled to perform plant maintenance on Saturdays, Sundays and holidays once in the morning and once in the late afternoon, scheduled overtime, when required, will be scheduled between the hours of 6:00 a.m. to 5:00 p.m. on Saturdays, Sundays, and holidays with a half hour off for unpaid lunch at 12:00 p.m. No meals will be provided for scheduled overtime.

Section Two. Unscheduled overtime shall be that which is required in the event of storms or other natural or man-made emergencies and to complete emergent work or work in process. When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary unless the employee can provide a reasonable excuse as to why he or she is not available. Any employee called in for unscheduled overtime will have their meals provided for by the Town, without loss of pay or benefits, provided that breakfast, lunch or dinner will be provided only if the employee has worked two hours as of the time of the meal and further provided that no meals will be paid that fall within an employee's regular work hours. Meal times will be as follows: Breakfast 8:00 a.m., Lunch 12:00 p.m., Dinner 6:00 p.m. Meal periods will be half hour in duration and will be scheduled within one hour of this established time (i.e. one hour before or one hour after). The maximum dollar amounts that employees will be reimbursed for meals will be: Breakfast, \$7.00, Lunch, \$10.00, Dinner, \$14.00. Upon presentation of receipts, employees will be reimbursed for meals for the actual amount of the receipt up to the maximum amounts specified above. Employees will be paid such meal allowance money by check within three (3) business days after all employees seeking reimbursement for meals for the same day have submitted their receipts.

Section Three. 1. Any employee who is ordered to work past 6:00 p.m. on a regular work day on unscheduled overtime will have a dinner meal provided for them without loss of pay or benefits.

2. Any employee who is called in prior to 6:00 a.m. on a regular work day will have breakfast, lunch and dinner meals provided for by the Town as long as they are still working, without loss of pay or benefits for breakfast, lunch and dinner. (Half hour will be deducted for lunch.) The maximum dollar amounts that employees will be reimbursed for meals will be: Breakfast, \$7.00, Lunch, \$10.00, Dinner, \$14.00. Upon presentation of receipts, employees will be reimbursed for meals for the actual amount of the receipt up to the maximum amounts specified above. Employees will be paid such meal allowance money by check within three (3)

business days after all employees seeking reimbursement for meals for the same day have submitted their receipts.

Section Four. 1. An employee engaged in extended work or snow operations shall be entitled to a two (2) hour rest break without loss of pay or benefits after working twelve (12) consecutive hours.

2. That for reasons of entitlement, the twelve (12) hours will start when the employee is called in or starts his/her normal work day, whichever comes first, or completes his/her rest period and shall include coffee breaks, but does not include meal periods.

3. It is further agreed that the supervisor will have the right to schedule these breaks within two (2) hours of the 12th hour. (i.e. two (2) hours prior to or two (2) hours after the established time.)

4. However, if after earning this break the employee is released from duty he/she shall receive two (2) hours pay. Likewise, if an eligible employee is released from duty without having received the full rest period he/she shall be paid for the remainder of the rest period.

5. During emergency situations only (fire, ambulance, trees down, etc.) for every hour worked after 14 hours without a rest break, an additional 20 minutes will be added to the two (2) hour rest break.

6. If a meal break comes at the same time as the rest break, the break shall be extended to include the meal time.

Section Five. There is no standby requirement for employees regarding a snow and/or ice assignment. Consequently, no employee will be subject to disciplinary action for failing to remain at home awaiting a notice to report for snow and/or ice work. This means that if an employee is called by a supervisor for snow and/or ice work and the employee is not available, no disciplinary action will be taken against the employee. However, if an employee is contacted by a supervisor and the employee fails to report without an acceptable reason, the employee may be subject to disciplinary action. An employee who is consistently unavailable for overtime assignments, including snow and/or ice work, may be subject to disciplinary action.

Section Six. If an employee assigned to winter maintenance operations is off-duty and observes that weather conditions are impairing highway travel or that hazardous driving is likely to result, the employee will make a completed phone call to his/her assigned supervisor or designee for instructions regarding whether to report for work. The employee will be expected to follow the instructions received. If the supervisor or designee is not available, the employee shall call the First Selectman.

Section Seven. Response to call-in. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one hour from the time of the call from the Town for overtime or weather related emergencies. They shall be paid from the initial call-in, not to exceed one hour unless approved by the supervisor.

Section Eight. All qualified bargaining unit Employees, Highway, Fleet Maintenance, Parks and Recreation, Transfer Station and Water Department will be used for scheduled and unscheduled overtime respective to their departments before calling other departments. Within the Parks and Recreation Department, seasonal help may be scheduled to work evening hours provided Parks and Recreation Department employees have declined overtime.

Section Nine. Equalization of Overtime. With the exception of Water Department employees, the employer shall survey bargaining unit employees to determine willingness to work voluntary scheduled overtime. Subject to the provisions of the overtime section, voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. Overtime, scheduled and unscheduled, shall be reasonably equalized according to equalization work unit or shift in each fiscal year (July - June).

When an employee refuses voluntary scheduled overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes. Employees who are asked to work overtime three and one-half (3½) hours prior to the end of their shift and who are unable to work, shall not be charged red (refusal) time.

When there are insufficient employees available for voluntary scheduled overtime work within an equalization work unit or shift, the employer will distribute such overtime work among all qualified volunteers outside the equalization work unit or shift. If the employer cannot staff the voluntary overtime assignment on a voluntary basis, the least senior qualified employee from the equalization work unit or shift shall be ordered to staff the overtime assignment unless he or she can provide a reasonable excuse. In that case, the employer will order the next least senior qualified employee from the equalization work unit or shift to staff the overtime assignment.

Overtime records shall be maintained at each facility which utilizes employees on overtime. Such records shall be maintained or posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. Such records shall also be available for inspection by the Union.

Section Ten. An employee who is required to report to work on an overtime basis shall receive a minimum of two (2) hours pay. An employee who is recalled within two (2) hours after being released from work shall be considered to have never been released and shall be paid accordingly.

If the employee is recalled within two (2) hours of a prior release, the two (2) hour guarantee shall begin with the time of release, rather than the time of recall.

Section Eleven. Rest Breaks. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such cases, the supervisor shall arrange for any required relief personnel and shall arrange for the release of the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the time shall be charged to vacation, personal leave or earned time, at the request of the employee.

Section Twelve. All bargaining unit work performed whether paid or unpaid shall be posted on the overtime list.

Section Thirteen. Employees who live out of town shall be allowed to remain at the garage between a late night and their next shift.

Section Fourteen. All work performed at the Transfer Station either on off days, or before or after the regular scheduled hours will be first offered to the qualified Transfer Station personnel as overtime before being offered to the Road Crew.

ARTICLE 32

Uniforms/Protective Clothing/Tools

Section One. With the exception of Water Department employees, who shall be provided with six (6) rental uniforms, furnished and repaired at the Town's expense, the Town will provide each employee with eleven (11) uniforms plus jackets. The Town will provide two (2) pairs of coveralls to each employee. Each employee will receive one set of coveralls for summer wear and one set of coveralls for winter wear. Such coveralls will be replaced with approval of the Department Head.

Section Two. As required by OSHA, all employees are to wear safety shoes. Employees shall receive a safety shoe allotment of up to two hundred dollars (\$200.00) during each contract year (i.e. July 1 through June 30). Payment of such safety shoe allotment up to the maximum amount of two hundred dollars (\$200.00) shall be paid within the two (2) to four (4) week period following the employee's submission of receipts to the Town documenting such proof of purchase of safety shoes.

Section Three. The Town will furnish all tools and sockets over 1 1/4 inches that are used on Town equipment.

Section Four. The Town will provide insurance coverage for the mechanics' tools up to \$30,000 with no deductible. For insurance coverage purposes, documentation of the inventory of such mechanics' tools shall be required.

Section Five. All Town vehicles will be equipped with mobile two-way radios.

The Town will provide a tool reimbursement of \$25.00 per month to all mechanics payable the first of each month. Management reserves the right to audit its return on its investment. Consequently, employees are required to document all reimbursable costs.

Section Seven. An employee whose eyeglasses or hearing aids are ruined while in the course of duty shall be reimbursed by the Town for repair, if possible, or replacement, provided the employee notifies the First Selectman of the incident within two working days, in writing, and provided the employee submits a receipt for such expenses within seven days of repair/replacement. No reimbursement will be made where the damage is a result of normal wear and tear, or where the damage is a result of negligent, reckless or intentional conduct by the employee.

ARTICLE 33

Volunteer Fire and Ambulance Duty

Any bargaining unit employee who is a member of the Volunteer Fire Department or Volunteer Ambulance Association shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

ARTICLE 34

PROBATIONARY PERIOD

Section One. A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use such time after completion of their probationary period.

Section Two. Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired after January 1 through March 1— 3 personal leave days

Hired after March 2 through June 1 – 2 personal leave days

Hired after June 2 through September 1— 1 personal leave day

Section Three. New employees shall qualify for holiday pay upon hire.

Section Four. Uniforms will be provided to new employees within 30 days of the date of employment.

ARTICLE 35

MANAGEMENT RIGHTS

Section One. Except as otherwise limited by an express provision of this Agreement the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of or the discontinuing of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section Two. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 36

BEEPER ON-CALL DUTY PAYMENT

A Water Department employee who is assigned to primary on-call duty will be required to carry a beeper and will be paid a \$50.00 per week stipend to respond to calls in addition to call-in pay.

ARTICLE 37

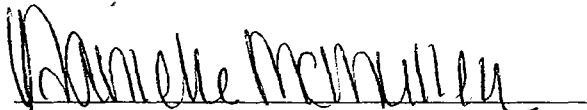
TRAINING

Section 1. The Town shall continue to provide necessary training or continuing education to maintain certifications. All such training or continuing education must be pre-approved by the First Selectman.

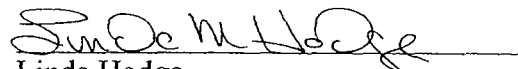
Section 2. The Town shall pay the registration cost of training courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THE 23rd
DAY OF June, 2008.

FOR THE UNION


Danielle McMullen
MEUI Representative

FOR THE TOWN OF COLCHESTER


Linda Hodge
First Selectman

361274 v.01

APPENDIX A
TOWN OF COLCHESTER PUBLIC WORKS/WATER DEPT.
SALARY SCHEDULES

JULY 1, 2007

1.5% GWI (Plus Step Increase)/3.0% (For Those At Top Step

Title	Grade	STEPS										
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Transfer Station Equip. Op.	4-I	15.71	16.03	16.34	16.67	17.00	17.35	17.69	18.05	18.40	18.77	19.43
Transfer Station Operator	4-II	15.71	16.03	16.34	16.67	17.00	17.35	17.69	18.05	18.67		
P&R Maint. I	5-I	11.97	12.21	12.45	12.69	12.95	13.21	13.48	13.75	14.22		
P&R Maint. II	5-II	14.15	14.42	14.72	15.00	15.31	15.61	15.93	16.24	16.81		
P&R Maint. III	5-III	16.32	16.65	16.98	17.32	17.67	18.01	18.37	18.74	19.38		
P&R Crew Leader	5-IV	20.02	20.41	20.82	21.24	21.68	22.11	22.55	23.02	23.81		
Highway Maint. I	6-I	14.15	14.42	14.72	15.00	15.31	15.61	15.93	16.24	16.81		
Highway Maint. II	6-II	15.71	16.03	16.34	16.67	17.00	17.35	17.69	18.05	18.40	18.77	19.43
Highway Maint. III	6-III	17.67	18.01	18.38	18.74	19.12	19.51	19.90	20.30	21.01		
Asst. Road Foreman	6-IV	19.83	20.22	20.65	21.05	21.46	21.89	22.67				
Plant Operator in Training	7-I	15.39	15.70	16.01								
Plant Operator	7-II	17.41	17.75	18.12	18.46	18.84	19.22	19.61	20.00	20.69		
Chief Plant Operator	7-III	21.76	22.19	22.63	23.09	23.55	24.01	24.86				
Mechanic I	8-I	16.32	16.65	16.98	17.32	17.67	18.01	18.37	18.74	19.38		
Mechanic II	8-II	18.50	18.86	19.24	19.63	20.02	20.41	20.82	21.24	22.00		
Mechanic III	8-III	20.68	21.08	21.50	21.92	22.38	22.82	23.28	23.76	24.58		

APPENDIX A
TOWN OF COLCHESTER PUBLIC WORKS/WATER DEPT.
SALARY SCHEDULES

JULY 1, 2008

1.5% GWI (Plus Step Increase)/2.75% (For Those At Top Step)

Title	Grade	STEPS										
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Transfer Station Equip. Op.	4-I	15.95	16.27	16.59	16.92	17.26	17.61	17.96	18.32	18.68	19.05	19.96
Transfer Station Operator	4-II	15.95	16.27	16.59	16.92	17.26	17.61	17.96	18.32	19.18		
P&R Maint. I	5-I	12.15	12.39	12.64	12.88	13.14	13.41	13.68	13.96	14.61		
P&R Maint. II	5-II	14.36	14.64	14.94	15.23	15.54	15.84	16.17	16.48	17.27		
P&R Maint. III	5-III	16.56	16.90	17.23	17.58	17.94	18.28	18.65	19.02	19.91		
P&R Crew Leader	5-IV	20.32	20.72	21.13	21.56	22.01	22.44	22.89	23.37	24.46		
Highway Maint. I	6-I	14.36	14.64	14.94	15.23	15.54	15.84	16.17	16.48	17.27		
Highway Maint. II	6-II	15.95	16.27	16.59	16.92	17.26	17.61	17.96	18.32	18.68	19.05	19.96
Highway Maint. III	6-III	17.94	18.28	18.66	19.02	19.41	19.80	20.20	20.60	21.59		
Asst. Road Foreman	6-IV	20.13	20.52	20.96	21.37	21.78	22.22	23.29				
Plant Operator in Training	7-I	15.62	15.94	16.25								
Plant Operator	7-II	17.67	18.02	18.39	18.74	19.12	19.51	19.90	20.30	21.26		
Chief Plant Operator	7-III	22.09	22.52	22.97	23.44	23.90	24.37	25.54				
Mechanic I	8-I	16.56	16.90	17.23	17.58	17.94	18.28	18.65	19.02	19.91		
Mechanic II	8-II	18.78	19.14	19.53	19.92	20.32	20.72	21.13	21.56	22.61		
Mechanic III	8-III	20.99	21.40	21.82	22.25	22.72	23.16	23.63	24.12	25.26		

APPENDIX A
TOWN OF COLCHESTER PUBLIC WORKS/WATER DEPT.
SALARY SCHEDULES

JULY 1, 2009

1.5% GWI (Plus Step Increase)/2.75% (For Those At Top Step)

Title	<u>Grade</u>	<u>STEPS</u>									
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u> <u>11</u>
Transfer Station Equip. Op.	4-I	16.19	16.51	16.84	17.17	17.52	17.87	18.23	18.59	18.96	19.34 20.51
Transfer Station Operator	4-II	16.19	16.51	16.84	17.17	17.52	17.87	18.23	18.59	19.71	
P&R Maint. I	5-I	12.33	12.58	12.83	13.07	13.34	13.61	13.89	14.17	15.01	
P&R Maint. II	5-II	14.58	14.86	15.16	15.46	15.77	16.08	16.41	16.73	17.74	
P&R Maint. III	5-III	16.81	17.15	17.49	17.84	18.21	18.55	18.93	19.31	20.46	
P&R Crew Leader	5-IV	20.62	21.03	21.45	21.88	22.34	22.78	23.23	23.72	25.13	
Highway Maint. I	6-I	14.58	14.86	15.16	15.46	15.77	16.08	16.41	16.73	17.74	
Highway Maint. II	6-II	16.19	16.51	16.84	17.17	17.52	17.87	18.23	18.59	18.96	19.34 20.51
Highway Maint. III	6-III	18.21	18.55	18.94	19.31	19.70	20.10	20.50	20.91	22.18	
Asst. Road Foreman	6-IV	20.43	20.83	21.27	21.69	22.11	22.55	23.93			
Plant Operator in Training	7-I	15.85	16.18	16.49							
Plant Operator	7-II	17.94	18.29	18.67	19.02	19.41	19.80	20.20	20.60	21.84	
Chief Plant Operator	7-III	22.42	22.86	23.31	23.79	24.26	24.74	26.24			
Mechanic I	8-I	16.81	17.15	17.49	17.84	18.21	18.55	18.93	19.31	20.46	
Mechanic II	8-II	19.06	19.43	19.82	20.22	20.62	21.03	21.45	21.88	23.23	
Mechanic III	8-III	21.30	21.72	22.15	22.58	23.06	23.51	23.98	24.48	25.95	

APPENDIX B

TOWN OF COLCHESTER, CONNECTICUT

PERSONNEL EVALUATION SHEET

Name of Evaluator: _____ Name of Employee: _____

Employee Date of Hire: _____ Job Title: _____ Department: _____

Evaluation Period: From _____ To: _____

An evaluation will be completed annually using this form. Place an X in the column which most accurately reflects your evaluation of the employee in each category. The definitions for each rating are as follows:

- Unsatisfactory (US):** Is not meeting expected performance standards.
- Needs Improvement (NI):** Meets most of expected performance standards but needs improvement in identified areas.
- Satisfactory (SA):** Meets the expected performance standards.
- Exceeds Expectations (EE):** Performs beyond the expected performance standards.
- Outstanding (OS):** Performs well beyond the performance standards in an exceptional manner.

PERFORMANCE CRITERIA

	US	NI	SA	EE	OS
I. Work Organization/Management					
A. Assumes responsibility, plans work, develops good routines and methods.					
B. Resourceful in performing assigned tasks.					
C. Strives for simplicity in organization and in communicating to others.					
D. Suggests methods of improving procedures.					
E. Possesses basic skills needed for assigned work.					
F. Demonstrates appropriate care of equipment and materials.					
G. Adapts to job changes.					

Comments: _____

II. Efficiency					
A. Avoids mistakes.					
B. Approaches each task efficiently.					
C. Completes work assigned in reasonable time and in a satisfactory manner.					
D. Systematic, neat and shows awareness of related activities.					
E. Completes acceptable quantity of work.					

Comments: _____

	US	NI	SA	EE	OS
III. Attitude and Personal Qualities					
A. Demonstrates appropriate attitude toward job.					
B. Has positive attitude toward other staff members, co-workers and the public.					
C. Displays appropriate attitude when following instructions of supervisor(s).					
D. Has good attendance and is punctual.					
E. Willing to try new materials and new methods.					
F. Exhibits a neat and professional appearance.					
G. Carries out orders and is consistently trustworthy and reliable.					

Comments: _____

IV. Initiative					
A. Able to work independently and exercises good judgment.					
B. Knows when to consult supervisor.					
C. Receptive to constructive suggestions and implements suggestions.					
D. Uses time appropriately and willing to help others.					
E. Informs supervisor of existing and potential problems.					

Comments: _____

V. Relating to Public					
A. Demonstrates a sense of pride as a Town employee.					
B. Remains calm under stress.					
C. Courteous and cooperative with people encountered in performance of job.					

Comments: _____

VI. Overall Evaluation Summary (Check one item)*					
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General

Comments: _____

Evaluator's Signature: _____ Date: _____

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I acknowledge receipt.

Employee's Signature: _____ Date: _____

Employee

Comments: _____

* Overall "Unsatisfactory" rating warranted if 5 or more performance criteria rated "unsatisfactory;" or 10 or more performance criteria rated "needs improvement;" or any combination of 10 or more performance criteria rated either "unsatisfactory" or "needs improvement."